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KEUN TAEK PARK

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

TOPPAN PHOTOMASKS, INC.,

Plaintiff,

vs.

KEUN TAEK PARK, an individual,

Defendant.

Case No. 3:13-cv-03323-MMC

**STIPULATED PERMANENT INJUNCTION
AND ~~PROPOSED~~ ORDER**

Complaint Filed: July 15, 2013
Trial Date: April 20, 2015
Judge: Hon. Maxine M. Chesney

STIPULATED PERMANENT INJUNCTION

WHEREAS, on July 17, 2013, Plaintiff Toppan Photomasks, Inc. ("Plaintiff" or "TPI") filed the above-captioned action (the "Litigation") against Defendant Keun Taek Park ("Defendant" or "Mr. Park") (collectively, the "Parties")

WHEREAS TPI contends Mr. Park misappropriated trade secrets belonging to TPI, and breached one or more contracts between him and TPI;

WHEREAS Mr. Park denies each of TPI's allegations; and

WHEREAS, the Parties now wish to end the litigation, and have agreed as a basis for doing so to stipulate and agree to the issuance of a permanent injunction, as set forth herein (and agree to request that the Court so order);

NOW THEREFORE, the Parties stipulate and agree, and request the Court enter an order (the "Order"), as follows:

1. The Parties agree that from the date the Court issues this order, continuing for a period of ten (10) years thereafter, unless the Court otherwise orders, Defendant (and anyone acting on his behalf who receives actual notice of this Stipulation and Proposed Order) is hereby permanently restrained and enjoined from the following conduct:

a. Accessing TPI's computer systems or networks;

b. Possessing, using, or disclosing any document or electronically stored information (as defined by FRCP Rule 34(a)(1)(a)) that belongs to TPI and relates to TPI's plasma creation and dry etching processes, and that contains information that either:

1. TPI has designated as a trade secret in the Litigation; or
2. is otherwise a TPI trade secret.

Such a document or instance of electronically stored information shall be referred to here as a "Confidential TPI Document;" or

3. Park otherwise has a duty to return to TPI.

c. "Possessing" a Confidential TPI Document, as used in this Order, means having possession, custody, or control of the Confidential TPI Document.

d. "Using" a Confidential TPI Document, as used in this Order, means to refer,

1 after the date of this Order, to any Confidential TPI Document for assistance with or use in any
2 dry-etch engineering process or project.

3 e. “Disclosing” a Confidential TPI Document, as used in this Order, means to
4 refer, after the date of this Order, to any Confidential TPI Document in order to communicate its
5 contents to any other person.

6 2. Within seventy-two (72) hours of any discovery of TPI Confidential Documents in
7 Defendant’s possession, custody, or control, Defendant shall return such materials to TPI through
8 TPI’s counsel of record along with a written declaration (1) identifying the Confidential TPI
9 Documents discovered, (2) describing their precise location (e.g., found at _____ (place) in a
10 computer file with the following path name: _____), and (3) affirming that Defendant has not
11 retained any copies, abstracts, compilations, summaries or any other format reproducing or
12 capturing any of the Confidential TPI Documents.

13 3. Any Confidential TPI Documents discovered and returned under Paragraph 2 shall
14 be treated as Highly Confidential – Attorneys’ Eyes Only as defined by the Stipulated Protective
15 Order (the “Order”) executed by the Parties in this litigation and shall be handled in a manner
16 consistent with the Order.

17 4. This order shall survive the dismissal of this action.
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19 DATED: December 2, 2014

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

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22 By: /s/ Danielle Ochs
23 DANIELLE L. OCHS
24 BECKI D. GRAHAM
Attorneys for Plaintiff
25 TOPPAN PHOTOMASKS, INC.
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1 DATED: December 2, 2014

THE BUSINESS LITIGATION GROUP, P.C.

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4 By: /s/ Will B. Fitton
MARC N. BERNSTEIN
WILL B. FITTON
Attorneys for Defendant
5 KEUN TAEK PARK
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10 **ATTESTATION OF CONCURRENCE IN FILING**

11 In accordance with Civil Local Rule 5-1(i)(3), I attest that concurrence in the filing of this
12 document has been obtained from Will B. Fitton.


13 Dated: December 2, 2014

/s/ Danielle Ochs
14 DANIELLE L. OCHS
15 BECKI D. GRAHAM
Attorneys for Plaintiff
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18 **[PROPOSED] ORDER**

19 **SO ORDERED.**

20 Dated: December 3, 2014


21 MAXINE M. CHESNEY
22 UNITED STATES DISTRICT JUDGE
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